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## Fraternal Meetings

POLYNESIA ENCAMPMENT NO. 1,

I. O. O. F.

Meets every first and third Friday of the month, at 7:30 p. m., in Odd Fellows' Hall, Fort Street. Visiting brothers cordially invited to attend.

R. MENAUGH, C. P.

L. L. LA PIERRE, Secy.

EXCELSIOR LODGE NO. 1, I. O. O. F.

Meets every Tuesday evening, at 7:30, in Odd Fellows' Hall, Fort Street. Visiting brothers cordially invited to attend.

H. B. BROWN, C. P.

L. L. LA PIERRE, Secy.

HARMONY LODGE NO. 3, I. O. O. F.

Meets every Monday evening, at 7:30, in Odd Fellows' Hall, Fort Street. Visiting brothers cordially invited to attend.

J. LIGHTFOOT, N. G.

E. R. HENDRY, Secy.

PACIFIC REBEKAH LODGE NO. 1,

I. O. O. F.

Meets every second and fourth Thursday, at 7:30 p. m., Odd Fellows' Hall. Visiting Rebekahs are cordially invited to attend.

FLORENCE LEE, N. G.

ALICE NICHOLSON, Secy.

OLIVE BRANCH REBEKAH LODGE NO. 2,

I. O. O. F.

Meets every first and third Thursday, at 7:30 p. m., in Odd Fellows' Hall. Visiting Rebekahs are cordially invited to attend.

FRANCIS BINDT, N. G.

SALLIE L. WILLIAMS, Secy.

OCEANIC LODGE NO. 371, F. & A. M.

Meets on the last Monday of each month, at Masonic Temple, at 7:30 p. m. Visiting brethren are cordially invited to attend.

R. H. BEMROSE, W. M.

W. H. GOETZ, Secy.

LEHI CHAPTER NO. 2, O. E. S.

Meets every third Monday of each month, at 7:30 p. m., in the Masonic Temple. Visiting sisters and brothers are cordially invited to attend.

ANNA S. WRIGHT, W. M.

ADEDAIDE M. WEBSTER, Secretary.

LEI ALOHA CHAPTER NO. 3, O. E. S.

Meets at the Masonic Temple every second Saturday of each month, at 7:30 p. m. Visiting sisters and brothers are cordially invited to attend.

MINNIE FRANK, W. M.

A. E. WEIBOURN, Secy.

LADIES' AUXILIARY, A. O. H., DIVISION NO. 1.

Meets every first and third Tuesday, at 8 p. m., in G. B. U. Hall, Fort Street. Visiting sisters are cordially invited to attend.

MRS. K. COWES, Pres.

JOSEPHINE DILLON, Secy.

HONOLULU TEMPLE NO. 1, PYTHIAN SISTERS.

Meets every first and third Monday, at 7:30 p. m., at Knights of Pythias Hall, Fort and Beretania streets. All visitors cordially invited to attend.

MARTHA AHERNS, M. E. C.

SALLIE L. WILLIAMS, R. S.

OAHU LODGE NO. 1, K. of P.

Meets every first and third Friday at 7:30 o'clock, Pythian Hall, corner Beretania and Fort streets. Visiting brothers cordially invited to attend.

P. R. NUGENT, C. C.

J. W. WHITE, K. R. S.

WILLIAM MCINLEY LODGE NO. 8, K. of P.

Meets every second and fourth Saturday evening, at 7:30 o'clock, in Pythian Hall, corner Beretania and Fort streets. Visiting brothers cordially invited to attend.

F. M. MCGREW, C. C.

E. A. JACOBSON, K. R. S.

COURT CAMOES NO. 8110, A. O. F.

Meets every second and fourth Tuesday of each month, at 7:30 p. m., in San Antonio Hall, Vineyard street. Visiting brothers cordially invited to attend.

GASPAR SILVA, C. R.

M. C. PACHECO, F. S.

CAMOES CIRCLE NO. 240, C. O. F.

Meets every second and fourth Thursday of each month, at 7:30 p. m., in San Antonio Hall, Vineyard street. Visiting companions are cordially invited to attend.

MRS. H. L. PEREIRA, C. C.

MR. L. A. PERRY, F. S.

COURT LUNALILO NO. 6600, A. O. F.

Meets every first and third Wednesday evenings of each month, at 7:30 p. m., in Pythian Hall, corner Fort and Beretania streets. Visiting brothers cordially invited to attend.

W. KELLE, C. R.

JAS. K. KAULIA, P. C. F. S.

HONOLULU AERIE 140, F. O. E.

Meets on second and fourth Wednesday evenings of each month, at 7:30 o'clock, in Pythian Hall, corner Beretania and Fort streets. Visiting Eagles are invited to attend.

WM. C. MCCOY, W. P.

H. T. MOORE, Secy.

HONOLULU HARBOR NO. 54, A. A. of M.

Meets on the first Sunday evening of each month, at 7 o'clock, at Odd Fellows' Hall. All sejourning brethren are cordially invited to attend.

By order of the President,

J. B. SEARLE;

FRANK C. POOR, Secy.

THEODORE ROOSEVELT CAMP NO. 1, U.S.W.V.

Meets every first and third Wednesday of each month in Waverley Hall, corner Bethel and Hotel streets, at 7:30 p. m.

By order of the Camp Commander,

J. K. BROWN, Adj.

SONS OF ST. GEORGE LODGE NO. 355

Meets every second and fourth Thursday at 8 p. m., in P. Hall. Visiting brothers cordially invited to attend.

ISAAC COCKETT, W. P.

JOHN RICHARDSON, Secy.

MARINE ENGINEERS BENEFICIAL ASSOCIATION.

Meets second and fourth Mondays of each month at the new K. of P. Hall, corner Fort and Beretania streets.

E. HUGHES, Pres.

H. G. WOOTTEN, Secy.

HAWAIIAN TRIBE NO. 1, O. E. M.

Meets every first and third Thursday of each month, in K. of P. Hall, corner Fort and Beretania streets. Visiting brothers cordially invited to attend.

A. B. ARLEIGH, Sachem.

A. E. MURPHY, C. of R.

HONOLULU LODGE 616, B. P. O. E.

Honolulu Lodge No. 616, B. P. O. E., will meet in their hall, King street near Fort, every Friday evening. By order of the E. R.

W. H. MCINERNY, E. R.

H. C. EASTON, Secy.

HONOLULU SCOTTISH THISTLE CLUB.

Meets on the first and third Fridays, at 8 o'clock, in rooms in the Oregon Block, entrance on Union Street.

J. R. MACLEAN, Chief.

JAMES H. FIDDES, Secy.

HAWAII CHAPTER NO. 1, ORDER OF KAMAHAMHA.

Meets every first and third Thursday evening of each month at 7:30 o'clock in Fraternity Hall, Odd Fellows' Building, on Fort Street.

N. FERNANDEZ,

Kaunahu.

## AFONG SUIT TO COME TO TRIAL

Demurrer Is Overruled in the \$10,000 Case of Mrs. Burns.

By a decision handed down in the Circuit Court yesterday afternoon, the suit of Bessie R. Burns to secure the sum of \$10,000 from Julia H. Afong, which the latter is alleged to have promised on condition of the signing of a certain compromise document by Mrs. Burns, will be fought out in the courts again. Mrs. Afong filed a demurrer to the suit on the ground that the alleged promise was in conflict with the so-called "parole evidence rule." The demurrer was overruled by Circuit Judge De Bolt, who gave his decision as follows:

The complaint herein alleges in substance, that defendant, in consideration of plaintiff's signing and executing a certain instrument, promised to pay plaintiff the sum of \$10,000.

Defendant demurs on the ground that the alleged promise is in conflict with the so-called "parole evidence rule." It will be observed that plaintiff does not seek to recover on this instrument so signed and executed by her, but upon another and distinct contract which was the inducement for the execution by her of the former. Hence, the rule which prohibits the admission of parole evidence to vary or contradict the terms of a written contract, has no application in this case. Plaintiff does not seek to vary or contradict the terms of the written instrument. This is not the object nor can such be the effect of this suit. And, while each contract is separate and distinct from the other—each complete within itself—each was, in part at least, the consideration or inducement for the other being entered into.

As the court said in Bonney v. Morrill, 57 Me. 368: "If it could be maintained that the object and effect of this evidence must be to contradict, vary, or in any manner to control the legal import of the written agreement between the parties, its admission could not be sanctioned. But on a careful examination it will be seen, that there is nothing inconsistent with the written stipulations of the parties, and that the parole evidence is offered to establish a distinct collateral agreement between the same parties, which was not required to be in writing, and which, in fact, constituted in part the consideration of the written agreement. The authorities are abundant, that proof of such an agreement, not inconsistent with the terms of the writing, may be made by parole evidence."

Both upon reason and authority it appears clear that an oral promise made by one party in consideration of the execution of a written instrument by the other may be shown by parole evidence. This doctrine or procedure is founded upon the principle that the parole promise sought to be shown was either collateral to or induced the written contract and is not inconsistent with the terms of the written instrument.

In my opinion the complaint states a cause of action.

The demurrer, therefore, is overruled.

## INVENTORY OF A GREAT ESTATE

Argument in the matter of the probate of the last will and testament of Mrs. Campbell-Parker was heard in the Circuit Court yesterday morning, in agreement among the attorneys, the matter was continued for two weeks. The inventory of the property of Mrs. Campbell-Parker was also filed in the Circuit court yesterday morning, in which it is stated that her holdings are as follows:

Real estate in Kewalo, \$2521.04; Tantalus, \$3900; on Dowsett Lane, \$2300; Emma street, \$11,000; Pearl Harbor Peninsula, \$10,000.

Bonds—Kohala Ditch, \$90,000; Olan, \$29,100; O. R. & L., \$4000; Alex. Young Building Co., \$57,000.

Notes and Mortgages—Excelsior Lodge I. O. O. F., \$21,500; note Sam Parker (paid), \$26,700; note Princess Kawanakoa, \$6800; numerous others totaling about \$8000.

Two life insurance policies—first, to Helen Kapiolani Kawanakoa, \$32,000; second, to Alice E. K. Macfarlane, \$32,500.

Debts due estate—Princess Kawanakoa, \$42,607.16; Mrs. A. K. Macfarlane, \$23,778.26. This money was advanced them to pay back two years' income which the court decided they were not entitled to.

## RUMOR GIVES WILLIE CRAWFORD POLICE JOB

It is currently reported that the position of Chinese interpreter for the police court has been or is to be given by the City Attorney to Willie Crawford, the Supervisors having left the matter of recommending someone in Mr. Cathcart's hands. As it will be Judge Andrade's duty to make the appointment, however, it is not thought likely that Willie will land the job, even if recommended. According to the request of the City Attorney, the Supervisors are fixing the pay for this position at \$100 a month, a raise over what it has been, although, for some who could fill the place, the matter of the county salary would be immaterial.

The Board of Liquor Commissioners met Tuesday afternoon and granted two transfers of license from retail to wholesale. One of these was at Waimahu and the other at Honolulu. Most of the liquor merchants in the outlying districts are transferring their licenses from retail to wholesale, because they have to deliver the most of their trade, and this is not permissible under a retail license.

## CATHEART EVADED DIRECT ANSWERS

Filed Reply Tuesday Afternoon to Complaint of H. G. Middleditch.

Escaping a direct answer of almost every allegation made against them by H. G. Middleditch, trustee in bankruptcy for the Chas. H. Herriek Company, Ltd., John W. Cathcart, Mary Cathcart and Percy M. Pond have filed their joint and several answer to the complaint of the former. The evasions in the answer are mostly connected with John W. Cathcart's part in the case.

On the first allegation named in the complaint, the answer filed states that the defendants "have no sufficient knowledge or information as to dates, terms, or amounts alleged to have been made by Cathcart to the Chas. H. Herriek Carriage Company," and they therefore deny the truth of the paragraph and leave the plaintiff to his proof thereof.

On the second allegation, the defendants also have had a lapse of memory and state that they have no sufficient information or belief to enable them to answer that part of the complaint alleging that on May 20, 1903, the Herriek company was declared a bankrupt and H. G. Middleditch was made trustee on September 29, 1904. So again they deny the truth of the allegation and leave the plaintiff to his proof thereof.

The defendants in the suit admit that the complainant recovered a judgment for \$275.23 on December 20, 1905, in an assumpsit suit against Cathcart. However, the execution on a judgment for \$337.65, issued July 14, 1908, was returned nulla bona by the High Sheriff of the Territory, which practically means that it was marked "no good."

A denial is made that Mary Cathcart entered into a contract with P. M. Pond on January 1, 1904, whereby she agreed to purchase a house and lot from the latter for the sum of \$3250, and it is also denied that there was any attempt to defraud the just creditors of Cathcart. It is denied that Mary Cathcart paid on the alleged contract the sum of \$2500, and that Mary Cathcart, by reason of the fraudulent practices of John W. Cathcart, holds any equity in the alleged contract with P. M. Pond or in the lot referred to.

Cathcart and the others then tell the story of how the house and lot on College Hills was secured. They allege that in August, 1902, Edith E. Pond leased certain premises on College Hills to the Cathcarts at a monthly rental of \$35, to be paid in advance. On the payment of \$1500, the premises were to be conveyed to the lessees by warranty deed, free from all encumbrances, save the mortgage of Peter C. Jones for \$2000. The premises were leased on the above conditions for four years by an oral agreement between Mrs. Pond and Mrs. Cathcart. The oral agreement was at a later date reduced to writing, but was never signed by either of the parties, according to the defendants' answer, the ownership in fee simple now being alleged to lie with Mrs. Pond.

It is alleged by Cathcart that the option to purchase the premises expired in August, 1908, and that they are occupying the premises merely as rent-paying tenants.

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Cottage, Palama, near car-line...\$15.00

FOR SALE

Lot with two cottages, corner Miller and Beretania streets.

Fine lot in Palolo Tract.

House and Lot, Kewalo.

Lots in Puunui Tract.

Houses and Lots in Palama.

Lots in Nuuanu Valley and Kaimuki.

House and Lot, King street, near Thomas Square, Bargain.



## This Day AT AUCTION

At my Salesroom, 847 Kaahumanu St.,

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AT 10 O'CLOCK A. M.

Cashmere Vests, Serge Vest, Leather Suspenders, Boys' Suspenders, White Stiff Shirts, Fancy Stiff Shirts, Waiters' Jackets, Khaki Shirts, Dress Shirts, Men's Sweaters, Men's Ribbed Vests, Harmon